



PRINTED NAME OF BIDDER

CARPENTRY, FURNISH & INSTALL

Invitation to Bid No. 120210

Issued: July 16, 2012

PURCHASING BUREAU CONTACT: Gary Tomaselli, Purchaser, (585) 428-7224

PRE-BID: Wednesday, July 25, 2012 at 12:00 PM, Room 321-B

BID OPENING: Wednesday, August 1, 2012 at 11:00 a.m.

Sealed bids are to be returned to the office of the Purchasing Agent, City Hall, Room 105A, Rochester, NY 14614 prior to bid opening, at which time and place all bids will be opened, read, and recorded.

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following this title page and is incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, ONE YEAR WITH OPTION TO EXTEND

Bid Deposit Requirement: YES, SEE SECTION 18

Performance Security Requirement: YES, SEE SECTION 19

Insurance Requirement: YES, SEE SECTION 16

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: NONE

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



1. SCOPE

- 1.1 It is the intent of the City of Rochester to establish a contract for the furnishing, installation, and repair for General Construction Services at various buildings owned, rented, leased or otherwise controlled by the City.
- 1.2 This contract is intended to provide the City with a single contractor to work on jobs for the City on an as-needed basis as it becomes necessary, from time-to-time, for the City to have work done that falls within the scope of this contract. This contract is being created for the sole convenience of the City. It does not create an exclusive contract with the contractor for work that falls within the scope of this contract. The City reserves the right, at its sole discretion, to seek alternative informal or formal bids for any City job that falls within the scope of this contract and award the job to the bidder of its choosing. In addition, in no event will any individual job greater than \$25,000 be ordered from the contractor under terms and conditions of this contract.
- 1.3 The primary users of this contract will be the Department of Environmental Services, Architectural Services Division and Building Services Division. Other departments and/or divisions may utilize the contract. However, in no event shall the contractor initiate work on any project without the express prior written authorization to proceed signed by either the manager architect or the manager of Building Services.

2. CONTRACT TERM

- 2.1 The contract resulting from this bid invitation shall commence on the date of award and end one year later.
- 2.2 The contract may be extended for up to two additional periods of one (1) year or less under the same terms and conditions upon mutual agreement of the contracting parties.
- 2.3 The Margin Amount in dollars must remain the same during any extension of the contract. The Hourly Labor Cost to the City will change if the NYSDOL Wage Rates change.

3. TERMINATION OF CONTRACT

3.1 TERMINATION FOR CONVENIENCE OF CITY

This contract may be terminated by the City in accordance with this section in whole, or from time to time, in part, whenever for any reason the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective upon written notice to the contractor, and the City shall not be held liable for any contractor's costs of such termination.

3.2 TERMINATION FOR DEFAULT

- 3.2.1 The performance of work under this contract may be terminated by the City in accordance with this clause in whole, or from time to time, in part, if the contractor defaults in performance of this contract in accordance with its terms and fails to cure diligently such default within a period of ten days (or such longer period as the City may allow) after delivery by the City of a notice specifying the default.
- 3.2.2 If this contract is terminated, the City may take over the work and services and pursue the same to completion by contract or otherwise, and the contractor shall be liable to the City for any excess cost occasioned thereby.

4 GENERAL DESCRIPTION OF THE CONTRACT

- 4.1 The contractor shall provide all labor, transportation, equipment and materials only when requested and necessary to perform all aspects of general construction work.
- 4.2 The contractor will work under the direction of authorized representation of the ordering agencies.
- 4.3 TYPES OF WORK
- 4.3.1 Work assigned will be for small scale projects generally utilizing 1-4 workers. It may involve demolition, site work, and general construction related work.
- 4.3.2 Work may be required both inside and outside of buildings. Examples of the work which might be requested, based on past experience are:
- Demolition, repair, and/or new (wood/metal) stud walls including drywall taping and finishing, as well as drywall repairs;
 - Insulation installs;
 - Casework repair and installation, which may include custom casework;
 - Countertop repair, install and replacement;
 - Rough and finish carpentry;
 - Exterior/interior siding, trim, decking, ramps, and railings repair or installation;
 - Wood window and trim repair;

Door and Door Frame with Hardware;

Touch-up and miscellaneous painting.

Shingle Roofing Systems.

Specialty Cedar Shake & Log Siding

- 4.3.3 Securing Fire damaged Vacant and Repossessed Properties. Example of the work: boarding damaged and missing windows, doors, and openings that allow access to the property (including attached structures, i.e., Garages, Sheds, Carriage House)
- 4.3.4 Normal crew will consist of two (one Journeyman Carpenter and one Laborer or Apprentice) minimum workers.
- 4.3.5 Emergency Board-up crew of two (one Journeyman Carpenter and one Laborer or Apprentice) shall be on call for 24 Hours/7 Days a week with a response time of two (2) hours turnaround once the call goes in.
- 4.3.6 The work referenced in Sections 4.3.1 and 4.3.2 above is intended solely to present examples of the type and extent of work which may be requested. The City makes no guarantee as to the type of work actually to be ordered during the contract term.
- 4.4 The services to be performed hereunder shall be only those services actually needed and ordered. There is no guarantee as to the amount of work which will be ordered during the contract term.

5. MATERIALS AND EQUIPMENT

- 5.1 Materials for work requested by other City agencies may be supplied by the City. Individual requirements for release of materials shall be at the discretion of such agency.
- 5.2 In the event materials are unavailable, the contractor shall provide materials and bill the City at the actual contractor cost. All materials shall be itemized on the bill submitted to the City. The City reserves the right to audit the contractor's records to determine that items were billed at the contractor's cost. The City expects contractor's cost to mean list prices less the contractor's discount. Overcharges will be deducted by the City from amounts due the contractor.
- 5.3 All materials and accessories specified and provided by the contractor shall be new. The City reserves the right to reject any material, or accessory manufacturer when not meeting specifications.
- 5.4 The contractor shall not subcontract any work without first obtaining the written consent of the City's managing architect and manager of Building Services or superintendent of Construction & Repairs.

- 5.5 Any rented tools or equipment used in performance of this contract are acceptable if identified as part of the base proposal. (If an unforeseen need to rent equipment or a tool becomes necessary, a copy of the invoice must be provided to the City.)
- 5.6 Contractor shall have a minimum of five (5) reliable working vehicles ranging from pick-up trucks to box trucks.
- 5.7 Contractor shall provide list of standard tools and equipment to be included in overhead percentages; examples include but are not limited to:
- 5.7.1 Ladders and/or lifts (all sizes)
 - 5.7.2 Small hand tools
 - 5.7.3 Power washers, exhaust fans
 - 5.7.4 Standard power tools
 - 5.7.5 Air compressor
 - 5.7.6 Heavy Duty Extension cords with circuits interruption
 - 5.7.7 Lock boxes
 - 5.7.8 Measuring devices (level, tape measure, etc.)
 - 5.7.9 Cleaning supplies (shop vac, etc.)
 - 5.7.10 Stocked workshop with tools and materials

6. HOURLY RATES

- 6.1 The contractor shall be paid for the number of hours actually worked times the hourly rates in the Proposal. Regular time rates shall be defined as the hourly rate plus fringe benefits up to and including forty (40) hours per week, eight (8) hours per day.
- 6.2 Overtime rates shall be in accordance with the N.Y. State wage rate requirements.
- 6.3 Travel time shall not be allowed on regular time; however, the City will pay an amount equal to twenty minutes one way on overtime.
- 6.4 Overtime rates may vary depending on the trade doing the work. See specific wage schedule for that trade.

- 6.5 No overtime shall be worked on any project without prior approval of the City of Rochester managing architect, manager of Building Services, or superintendent of Construction and Repairs.

7. WORK ASSIGNMENTS

- 7.1 Work assigned will be for projects typically calling for 1-4 workers. There may be projects that require additional workers, but the assignment of additional workers by the contractor must be approved by the City prior to their assignment.
- 7.2 The City wishes the work to be performed in as efficient and economical a manner as possible. Apprentices should be used as appropriate whenever a project requires an additional worker but does not require an additional journey level worker.
- 7.3 The contractor shall provide submittals/shop drawings as necessary per job.
- 7.4 Any new construction, repair, or installation under the scope of this contract shall have a two (2) year warranty against material defects and improper installation.

8. STANDARDS

- 8.1 Drawings and specifications manuals define each project to be performed under this contract. These documents will be provided to the contractor at the time the work is requested. All products to be used and details of execution will be described in CSI format specification sections 1-12.
- 8.2 The contractor shall obtain all required work permits by agencies having jurisdiction. In general, there is no cost for building permits to work on City owned facilities.
- 8.3 All work shall be done in accordance with the New York State Building Code, laws, ordinances, and other applicable regulations.
- 8.4 Safety in accordance with OSHA recommendation

9. BIDDER QUALIFICATIONS

- 9.1 No bid will be considered unless the person or organizations submitting the bid can meet the following minimum qualifications:
- 9.1.1 Must have in operation a mobile commercial service organization with an operations base possessing the capability and capacity to provide excellent performance of the services required under this contract.

- 9.1.2 Must have demonstrated access to a qualified labor pool sufficient to satisfy the project requirements.
- 9.1.4 On demand, must be able to produce documentation or other evidence demonstrating ability to comply with the terms, conditions and specifications of this project, including the capacity to manage multiple jobs simultaneously.
- 9.1.5 Must be prepared to present satisfactory proof of the capacity to meet the terms of this contract including but not limited to length of time in business and actively involved in this type of work over this time (minimum three (3) years), appropriate staff, inventory and equipment. The successful bidder must allow any City official, Project Manager, or Designee to inspect the bidders facilities. Bidders must provide a minimum of three (3) references (or additional references if requested) within a 50-mile radius of the City to verify the quality and capacity to complete projects covered by this contract in a timely manner.
- 9.1.6 The primary business location, including parts and operations, must be located within a 25 mile radius of City Hall.
- 9.1.7 The bidder must demonstrate their ability and operational procedures required to respond to emergency requests for service from the City.

10. TYPES OF WORK

MAINTENANCE WORK REQUESTS

Work Requests from the Architectural Services Division and Building Services Division for non-emergency work will be submitted to the contractor, in writing, within seven (7) calendar days of request. The contractor shall submit to the ordering agency a construction estimate inclusive of all man-hours required and a materials list. Work shall be authorized only upon approval of the City agencies of hours and materials completed within a mutually agreed upon time limit.

REPAIR/INSTALLATION REQUESTS

Requests for specific repair and/or installation work covered by the scope of this contract may be made in writing by authorized City agencies. The contractor shall submit to the ordering agency, prior to the start of work, a written estimate of the not-to-exceed cost of the man hours and materials required. The requesting agency must approve the estimate prior to the contractor starting the work. The agency can cancel the request if the cost estimate is too high.

EMERGENCY WORK REQUESTS

The contractor must maintain and submit to City officials a telephone number where he can be reached twenty-four hours per day, seven days per week.

Notification of emergency board work will be by telephone by the authorized City agency. The contractor shall be at the job within two (2) hours from notification and provide a quote within 24 hours of notification. Over a weekend or holiday, a quote is required by 9:00 A.M. the next working day.

WRITTEN ESTIMATE REQUIRED

The contractor shall provide a written estimate to the City on all work requests, general and emergency related. The contractor must receive a start work order from City agencies prior to starting a job. The estimate must show both labor (hours worked x base hourly rate + margin allowance) and materials costs separately. If the estimate is too high, the agency can lower costs by providing materials, changing the scope of the work, or taking other reasonable steps. Should the estimate still be unacceptable, the agency can cancel the request. The City will not be liable to pay amounts in excess of the written estimate unless such amounts are expressly agreed to by the requesting agency. Note any estimated material long lead times on the estimate.

SCHEDULE OF WORK

Routine maintenance, repair and installation work must be performed by the contractor as soon as possible. In no event will a delay of more than seven (7) calendar days be acceptable, unless material lead times dictate otherwise. Failure to perform work in a reasonable time, as arranged between the City and ordering agency and the contractor will be grounds for terminating the contract and declaring the contractor in default.

Board-up – same as routine maintenance with a time frame of 2 hours of turnaround.

GENERAL:

1. Coordinate preparation and processing of submittals with performance work. Allow enough time for submittal review if necessary for each project. Provide two (2) copies of each submittal. Use the City of Rochester Submittal Cover Sheet.
2. Provide samples as necessary for each project.
3. Security of equipment and material is the responsibility of the contractor.
4. Maintain clear, safe passage for City employees and/or the public. Cover and protect openings.
5. Parking may not be available at every work location. Contractor is responsible for own parking.

6. Depending on the complexity of the work, the contractor may have to coordinate work efforts with the City's workers or other term contractors on the same project. A written schedule may be required, incorporating this information.
7. The contractor shall coordinate progress and work with the City's project representative.
8. Trash/debris removal is the responsibility of the contractor and will be removed daily.
9. Use of owner's existing water service, electric service, and toilets will be permitted as long as facilities are maintained in condition acceptable to owner.
10. Contractor to provide temporary heating and ventilation as required by construction activities for curing and drying of completed installation or for protecting installed construction from adverse effects of low temperatures or high humidity.
11. Protect existing site items to remain. Maintain access for firefighting equipment and access to fire hydrants.
12. Provide temporary directional signs for construction site as needed. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent building and facilities.
13. Owner will occupy portion of building immediately adjacent to work areas. Conduct work so that owner's operations will not be disrupted. This may entail second shift work if work may be noisy or disruptive.
14. Maintain existing services/systems in a fully operational state, and protect them against damage during work.
15. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Temporarily cover openings to remain.
16. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
17. Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from project site and legally dispose of them in an EPA-approved landfill.
18. Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified per project.

19. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

10. BONDS

10.1 BID BOND

A bid bond in an amount equal to five percent (5%) of the bid price shall be furnished with each bid. The bid prices shall be calculated as the margin allowance times \$100,000. At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of this requirement.

10.2 PERFORMANCE AND OTHER BONDS

10.2.1 The contractor must furnish two executed surety company bonds, each in an amount equal to fifty percent (50%) of the bid price. The bid price shall be calculated as the margin allowance times \$100,000.

- A. A Performance Bond shall be furnished as security for the faithful performance by the contractor of all terms and conditions of the contract documents.
- B. A Labor and Material Payment Bond shall be furnished as security for the claims of laborers and material suppliers.
- C. Both bonds shall be made out to the City of Rochester, prepared on an approved form and submitted by the contractor to the Purchasing Agent within ten (10) days of notification that his bid was accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. The surety furnishing the Performance Bond and the Labor and Material Payment Bond must waive notice of any change in the contract price or contract time. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

10.2.2

Alternate Security

- A. At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of the foregoing requirements.
- B. In the event the contractor submits cash or a cash instrument as alternate security, the City will accept 50% of the bid price as satisfying both Performance and Payment Security requirements.

- C. Any security accepted in lieu of a payment bond shall be retained until the City is no longer liable for mechanic's liens against the work of the contract.

11. INSURANCE

- 11.1 The contractor shall procure and maintain at his/her own expense until final acceptance of the work covered by the contract documents, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided from insurance companies authorized to do such business in the State of New York covering all operations under the contract documents whether performed by him or his subcontractors.
- 11.2 Within ten days of request, the contractor shall furnish to the City Purchasing Agent a certificate or certificates of insurance in form satisfactory to the City Purchasing Agent showing that he/she has complied with this Section, which certificate or certificates shall provide that the policies shall not be materially change or canceled until ten days' written notice has been given to the City Purchasing Agent.
- 11.3 In each policy of insurance except insurance for Workers' Compensation and Disability Insurance, the City shall be named as an additional insured for liability arising under this agreement. Except for Workers' Compensation and Disability Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the project.
- 11.4 The kinds and amounts of insurance are as follows:

114.1 WORKERS' COMPENSATION AND DISABILITY INSURANCE

The agreement shall be void and of no effect unless the person or corporation making or executing same shall secure Compensation and Disability coverage, covering all operations under the contract- whether performed by him or his subcontractors--for the benefit of, and keep insured during the life of said agreement, employees in compliance with the provisions of the Workers' Compensation Law.

A Workers' Compensation Insurance

A policy covering the operations of the contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law.

B. Disability Insurance

A policy covering the operations of the contractor in accordance with the provisions of Article 9 of the Workers' Compensation Law, known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments thereto.

11.4.2 PROPERTY AND CASUALTY INSURANCE

- A. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE issued to the contractor and covering the liability for damages imposed by law upon the contractor with respect to all work performed by Him under the within agreement. The Contractor's Comprehensive General Liability Insurance shall include: Independent contractor's insurance, premises operation insurance, completed operations insurance and broad form property damage insurance. The x., c., u. exclusion shall be eliminated from the Contractor's Comprehensive General Liability insurance. The comprehensive general liability policy shall furnish limits of not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Combined Single Limit

\$1,000,000

for all damages arising during the policy period.

- B. Motor vehicle insurance issued to the contractor and covering public liability and property damage on the contractor's vehicles in the amount of:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Combined Single Limit

\$1,000,000

12. LABOR STANDARDS REQUIREMENTS

12.1 COMPLIANCE WITH LABOR LAWS

12.1.1 The contractor's attention is directed to the requirements of Sections 220 and 220-a through 220-e of the Labor Law of the State of New York, compliance with the provisions of which shall be deemed a condition to the satisfactory performance of this contract.

12.1.2 The contractor shall cause to be posted and maintained at all times in a conspicuous place at the Site of the Work a clearly legible copy of the Schedule of Wage Rates as prescribed by the State Commissioner of Labor. The contractor shall further certify on any statement to the City for a partial or final payment that the wage rates paid to employees on this project have been in conformity with the wage rates so set forth as determined by the State Commissioner of Labor pursuant to and in conformity with Section 220 of the New York State Labor Law.

12.1.3 The contractor shall keep a copy of his payrolls for this project available at all times for inspection by representatives of the City or other public agency having jurisdiction over the project, and shall produce them for such inspection at the request of said duly authorized representatives.

The contractor and subcontractors shall submit weekly certified payroll records to the Project Manager, for transmission to the City's Director of Finance or his designee. The contractor shall be responsible for the submission of copies of certified payrolls of all subcontractors. Payments shall be withheld from the contractor for failure to comply with this requirement.

12.1.4 In all operations related to the Work, all other State or Federal Laws, Local Ordinances and Laws, controlling or limiting in any way the actions of those engaged in the Work, shall be strictly complied with by the contractor and all employees working under his direction. The foregoing shall apply to subcontractors of the contractor.

12.2 ANTI-KICKBACK RULES

Employees of the contractor and his subcontractors performing work under this contract shall be paid unconditionally and not less often than once a week without deduction or rebate on any account except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the State Commissioner of Labor pursuant to the New York Labor Law. The contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submissions of affidavits required of subcontractors thereunder except as the Commissioner of Labor may specifically provide for variations of or exemptions from the requirements thereof.

12.3 WITHHOLDING OF PAYMENTS FROM CONTRACTOR

When a complaint is filed with the City of Rochester alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the City of Rochester has reason to believe that unpaid wages or supplements may be due, payments on the public work contract may be withheld from the prime contractor in sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty which may be imposed. The amounts withheld may be disbursed by the City of Rochester for an on account of the contractor subcontractor to the respective employees to whom they are due.

13. PREVAILING WAGE RATES

13.1 Incorporated in these Contract Documents is the Prevailing Wage Rates Schedule in effect at the time of publication of these Contract Documents. Any Prevailing Wage Rates Redetermination which may arise prior to the bid opening will be distributed by addendum.

13.2 In the event that the prevailing rate of wages or supplements change after the bids have been opened, or after the contract is let, an updated schedule will be issued by the State Department of Labor. Said updated schedule will be

transmitted to the contractor by the City. Each workman, laborer or mechanic shall be paid or provided not less than the new updated rates.

13.3 The City will not be responsible for any of the contractor's increased labor costs which result from defects in the Wage Rate Schedule provided, or from amendments to the Prevailing Wage Rate Schedule, whether that increase occurs before advertisement, before Bid opening, before award of the contract, after the contract has been let, or during the life of the contract. No change in the contract price shall be allowed to the contractor for any such increases, except as provided for elsewhere in these documents.

13.4 Information about current wage rates may be obtained on an advisory basis by contacting the City's Contract Administrator, Department of Finance, City Hall, Rochester, New York, (585) 428-7398.

14. METHOD OF AWARD

Award will be made based on the lowest margin allowance.

15. NON-DISCRIMINATION

The bidder agrees, as required by the Labor Law of the State of New York and ordinance of the City of Rochester:

15.1 To hire employees without regard to age, race, creed, color, national origin, sex, sexual orientation, disability or marital status.

15.2 That he, his subcontractors, and any person on his behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of age, race, creed, color, national origin, sex, sexual orientation, disability, or marital status.

15.3 That this contract may be cancelled or terminated by the City and all monies due or to become due hereunder may be forfeited for a second day or any subsequent violation of the terms or conditions of this section of the contract.

16. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

16.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

16.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.

16.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

17. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions with which the City has entered into municipal cooperation agreements, may participate in the contract resulting from this bid award. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to notify the other political subdivisions that this contract is available to them for purchases.

PROPOSAL

NOTE: Regular Time Rate shall be defined as the Basic Prevailing Wage hourly rate plus benefits. Overtime Rates are either one-and-one-half or double the Basic Prevailing Wage hourly rate, with benefits paid at regular time.

Instruction to Bidders:

Enter the percentage you are bidding for the Margin Allowance in Section B below. Multiply this percentage by the NYSDOL hourly rate in Section A and carry this total to Section C.

MARGIN ALLOWANCE _____ %

Bid Price: Margin Allowance X \$100,000 = _____

Normal Crew

A. Base Hourly Labor Rate (N.Y.S.D.O.L.) + Supplemental \$44.79 (Carpentry)

Base Hourly Labor Rate (N.Y.S.D.O.L.) + Supplemental \$38.72 (Laborer)

B. Margin Allowance = _____ %

C. Margin Amount \$ _____
(Margin Allowance X Base Hourly Labor Rate (A X B))

1. Regular Time Cost to City (A + C) = \$ _____

2. Time-and-one-half Overtime Cost to City = \$ _____
(N.Y.S.D.O.L. rate for Time-and-one-half + the
Margin Amount) \$58.09 (Carpentry)
\$50.72 (Laborer)

Emergency Board-up Crew

3. Double-time Overtime Cost to City = \$ _____
(N.Y.S.D.O.L. Rate for Double-Time + the
Margin Amount) \$71.39 (Carpenter)
\$62.72 (Laborer)

Material cost at unit prices

NOTE: Any Apprentices properly employed by the Contractor in carrying out this contract work will be billed at and paid for at the Prevailing Wage Rate plus Supplemental Benefits for Apprentices plus the Margin Amount as specified in C above.

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City

State

Zip Code

Telephone

Fax No.

Date:

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date:

APPENDIX "A"
SPECIFICATIONS

SECTION 061000 – ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Framing with dimension lumber
 2. Wood blocking, cants, and nailers
 3. Wood furring and grounds
 4. Wood sleepers
 5. Plywood backing panels

1.2 SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee Board of Review.

1.3 QUALITY ASSURANCE

- A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."
- 1.3.1 Dimension lumber framing
 - 1.3.2 Laminated-veneer lumber
 - 1.3.3 Miscellaneous lumber

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
 3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 19 percent
- B. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any species

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking
 - 2. Nailers
 - 3. Rooftop equipment bases and support curbs
 - 4. Cants
 - 5. Furring
 - 6. Grounds
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of any species.

2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
- B. Power-Driven Fasteners: NES NER-272
- C. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Where wood preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

CARPENTRY, FURNISH AND INSTALL

- C. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction" unless otherwise indicated.
- D. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- E. Do not splice structural members between supports, unless otherwise indicated.

END OF SECTION 061000

SECTION 062013 – EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

This Section includes the following:

1. Exterior standing and running trim
2. Hardboard siding
3. Hardboard soffits
4. Exterior stairs and railings

1.2 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product
- B. Samples: for each type of siding indicated

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable grading rules of inspection agencies certified by ALSC's Board of Review
- B. Hardboard: AHA A135.4

2.2 STANDING AND RUNNING TRIM

- A. Lumber Trim:
 1. Species and Grade: Redwood, Clear All Heart
 2. Species and Grade: Western red cedar, Clear Heart Grade A
 3. Maximum Moisture Content: 19 percent
 4. Face Surface: Surfaced (smooth)

2.3 HARDBOARD SIDING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Georgia-Pacific Corp.
 - b. Louisiana-Pacific Corporation
- B. Hardboard Siding: AHA A135.6, primed with manufacturer's standard exterior primer
 - 1. Type: 1/2 inch (12.7 mm) thick by 8 inch (203 mm) wide, beaded-edge lap siding
 - 2. Texture: Smooth and Wood grain

2.4 HARDBOARD SOFFITS

- A. Hardboard Soffits: Primed hardboard, complying with AHA A135.6, with manufacturer's standard exterior primer
 - 1. Type: 1/2-inch- (12.7-mm-) thick flat panels smooth and wood-grain textured.

2.5 STAIRS AND RAILINGS

- A. Stairs:
 - 1. Treads: Kiln dried, pressure preservative-treated stepping with half-round or rounded edge nosing
 - a. Species and Grade: Hem-fir, C & Btr VG (Vertical Grain) stepping; NLGA, WCLIB, or WWPA
 - 2. Risers: Kiln-dried, pressure-preservative-treated finish boards
 - a. Species and Grade: Hem-fir, C & Btr or Superior finish; NLGA, WCLIB, or WWPA
- B. Railings: Clear, kiln dried, solid, yellow poplar

2.6 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws in sufficient length to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
 - 1. For applications not otherwise indicated, provide stainless-steel fasteners.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prime lumber are to be painted, including both faces and edges. Cut to required lengths and prime ends

3.2 INSTALLATION, GENERAL

- A. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 - 1. Scribe and cut exterior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 2. Install stairs with no more than 3/16-inch (4.7-mm) variation between adjacent treads and risers and with no more than 3/8-inch (9.5-mm) variation between largest and smallest treads and risers within each flight.

3.3 STANDING AND RUNNING TRIM INSTALLATION

- A. Install flat grain lumber with bark side exposed to weather.
- B. Install cellular PVC trim to comply with manufacturer's written instructions.
- C. Install trim with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches (610 mm) long except where necessary.
 - 1. Use scarf joints for end-to-end joints.
 - 2. Stagger end joints in adjacent and related members.
- D. Fit exterior joints to exclude water. Cope at returns and miter at corners.

END OF SECTION 062013

SECTION 062023 – INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Interior standing and running trim
 - 2. Plywood Hardboard Board paneling
 - 3. Interior stairs and railings
- B. See Division 06 Section "Interior Architectural Woodwork" for interior woodwork not specified in this Section.

1.2 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product
- B. Samples: For each type of paneling indicated

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable grading rules of inspection agencies certified by ALSC's Board of Review
- B. Hardboard: AHA A135.4
- C. MDF: ANSI A208.2, Grade 130, made with binder containing no urea-formaldehyde resin

2.2 STANDING AND RUNNING TRIM

- A. Softwood Lumber Trim:
 - 1. Species and Grade: Western red cedar, Grade A; NLGA, WCLIB, or WWPA.
 - 2. Maximum Moisture Content: 19 percent.
- B. Hardwood Lumber Trim:

C. Hardwood Moldings for Transparent Finish (Stain or Clear Finish):

WMMPA HWM 2, N-grade wood moldings made to patterns included in WMMPA WM 12

1. Species: red oak, white maple, or yellow poplar
2. Maximum Moisture Content: 9 percent

2.3 STAIRS AND RAILINGS

- A. Treads: 1-1/16-inch (27-mm), clear, kiln-dried, edge-glued red oak hard maple stepping with half-round nosing
- B. Risers: 13/16-inch (21-mm), clear, kiln-dried, edge-glued red oak hard maple stock
- C. Risers: 3/4-inch (19-mm) finish boards as specified above for interior lumber trim for opaque finish
- D. Interior Railings: Clear, kiln-dried red oak or yellow poplar
- E. Balusters: Clear, kiln-dried, red oak or yellow poplar
- F. Newel Posts: Clear, kiln-dried, red oak or yellow poplar

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours.

3.2 INSTALLATION, GENERAL

- A. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 1. Scribe and cut interior finish carpentry to fit adjoining work.
 2. Countersink fasteners, fill surface flush, and sand where face fastening is unavoidable.
 3. Install to tolerance of 1/8 inch in 96 inches (3 mm in 2438 mm) for level and plumb. Install adjoining interior finish carpentry with 1/32-inch (0.8-mm) maximum offset.

4. Install stairs with no more than $\frac{3}{16}$ -inch (4.7-mm) variation between adjacent treads and risers and with no more than $\frac{3}{8}$ -inch (9.5-mm) variation between largest and smallest treads and risers within each flight.

3.3 STAIR AND RAILING INSTALLATION

- A. Treads and Risers at Interior Stairs: Secure treads and risers by gluing and nailing to rough carriages.
 1. Closed Stringers: Cope wall stringers to fit tightly over treads and risers.
- B. Balusters: Dovetail or mortise balusters into treads, glue, and nail in place. Let into railings and glue in place.
- C. Newel Posts: Secure newel posts to stringers, rough carriages, and risers with countersunk-head wood screws and glue.
- D. Railings: Secure wall rails with metal brackets. Fasten freestanding railings to newel posts and to trim at walls with countersunk-head wood screws or rail bolts, and glue. Assemble railings at goosenecks, easements, and splices with rail bolts and glue.

END OF SECTION 062023

Section 061516 – WOOD ROOF DECKING

PART 1- GENERAL

1.1 SUMMARY

A. Section Includes:

1. Solid-sawn roof and floor decking
2. Glued-laminated wood roof and floor decking.

B. Related Sections:

1. Section 061000 "Rough Carpentry" for dimension lumber items associated with wood Decking.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated..

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Schedule delivery of wood decking to avoid extended on-site storage and to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 WOOD DECKING, GENERAL

- A. General: Comply with DOC PS 20 and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
- B. Moisture Content: Provide wood decking with 19 percent maximum moisture content at time of dressing.

2.2 SOLID-SAWN WOOD DECKING

- A. Decking Species: Balsam fir, Douglas fir-larch, Douglas fir-larch (North), hem-fir, hem-fir (North), southern pine, spruce pine-fir (North), western hemlock, or western hemlock (North).
- B. Decking Nominal Size: 2x6
- C. Decking Grade: Selected Decking or Select Dex
- D. Face Surface and edge Pattern: Smooth face, Vee grooved.

2.3 GLUED-LAMINATED WOOD DECKING

- A. Face Species: Douglas Fir-larch or Douglas fir-larch (North) Ponderosa pine Southern pine.
- B. Decking Nominal Size: 2x6 5x8.
- C. Face Grade: Decorative: Sound knots and natural characteristics are allowed. Face knots holes, stain, end slits, skip, roller split, and planer burn are not allowed.
- D. Face Surface and Edge Pattern: Smooth, Vee grooved.
- E. Laminating Adhesive: Wet-use type complying with ASTM D 2559 that contains no ureaformaldehyde.,

2.4 ACCESSORY MATERIALS

- A. Fastener Material: Stainless steel.
- B. Sealant: Latex sealant compatible with substrates that has a VOC content of 250 g/l or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install solid-sawn wood decking to comply with referenced decking standard.
 - 1. Locate end joints for controlled random lay-up.
- B. Install laminated wood decking to comply with manufacturer's written instructions.
 - 1. Locate end joints for controlled random lay-up.
 - 2. Nail each course of glued-laminated wood decking at each support with one nail slant nailed above the tongue and one nail straight nailed through the face.
 - a. Use 12d nails for 2x6 and 2x8 decking.
 - 3. Slant nail each course of glued-laminated wood decking to the tongue of the adjacent course at 30 inches (750 mm) o.c. and within 12 inches (300 mm) of the end of each unit. Stagger nailing in adjacent courses 15 inches (380 mm).

CARPENTRY, FURNISH AND INSTALL

- a. Use 6d nails for 2x6 and 2x8 decking.
- b. Anchor wood roof decking, where supported on walls, with bolts as indicated.
- c. Apply joint sealant to seal roof decking at exterior walls at the following locations:
 - 1. Between decking and supports located at exterior walls.
- d. Provide temporary waterproof covering as the Work progresses to protect roof decking until roofing is applied.

END OF SECTION 061516

SECTION 061600-SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Wall sheathing
2. Roof sheathing.
3. Composite nail base insulated roof sheathing.
4. Subflooring.
5. Underlayment
6. Sheathing joint and penetration treatment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservation treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements.
2. Include data for fire-retardant treatment from chemical treatment manufacturer certification by treating plant that treated plywood complies with requirements.

1.3 INFORMAL SUBMITTALS

A. Evaluation Reports: For following products, from ICC-ES:

1. Preservation-treated plywood
2. Fire-retardant-treated plywood.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.

2.2 WOOD PANEL PRODUCTS

- A. Certified Wood: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship".
 - 1. Plywood
 - 2. Oriented strand board.
- B. Plywood: Either DOC PS or DOC PS 2 unless otherwise indicated.
- C. Oriented Strand Board: DOC PS 2.

2.3 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction, Use Category UC3b for exterior construction.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat items indicated and installed in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

2.4 FIRE-RETARDANT-TREATED PLYWOOD

- A. General: Where fire retardant-tested materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
 - 1. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
 - 2. Design Value Adjustment Factors: Treated lumber plywood shall be tested according ASTM D 5516 and design value adjustment factors shall be calculated according to ASTM D 6305.
- B. Kiln-dry material after treatment to a maximum moisture content of 15 percent.
- C. Identify fire-retardant-treated plywood with appropriate classification marking of qualified testing agency.
- D. Application: Treat plywood indicated on Drawings.

2.5 WALL SHEATHING

- A. Plywood Wall Sheathing: Exposure 1, Structural 1 sheathing.
- B. Oriented-Strand-Board Wall Sheathing: Exposure 1, Structural 1 sheathing.
- C. Cementitious Backer Units: ASTM C 1325, Type A.
 - 1. Thickness: ½ inch (12.7 mm) 5/8 (15.9) As indicated.

2.6 ROOF SHEATHING

- A. Plywood Roof Sheathing: Exposure 1, Structural 1 sheathing
- B. Oriented-Strand-Board Roof Sheathing: Exposure 1, Structural 1 sheathing.

2.7 SUBFLOORING AND UNDERLAYMENT

- A. Plywood Combination Sub-flooring-Underlayment: DOC PS 1, Exposure 1, Structural 1, Underlayment single-floor panels.
- B. Plywood Subflooring: Exposure 1, Structural I single-floor panels or sheathing.
- C. Plywood Underlayment for Resilient Flooring: DOC PS I, Exterior, C-C Plugged with fully sanded face.
- D. Plywood Underlayment for Ceramic Tile: DOC PS 1, Exterior, C-C Plugged, not less than 5/8-inch (15.9mm) nominal thickness, for ceramic tile set in epoxy adhesive EGP.
- E. Plywood Underlayment for Carpet: DOC PS I, Exterior, C-C Plugged.

2.8 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material manufacture.
 - 1. For roof and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

2.9 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

PART 3 - EXECUTION**3.1 INSTALLATION GENERAL**

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members..
- B. Cut panels at penetrations, edges, and other obstructions of work, fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
 - 1. NES NER-272 for power driven fasteners
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code"
 - 3. Table R602.3 (1) "Fastener Schedule for Structural Members" and table R602.3(2), "Alternate Attachments," in ICC's "International Residential Code for One-and Two-Family Dwellings."
- D. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
 - 1. Combination "Subfloor-Underlayment":
 - a. Glue and nail to wood framing
 - b. Screw to cold-formed metal framing
 - c. Space panels 1/8 inch (3mm) apart at edges and ends.

2. Subflooring:
 - a. Glue and nail to framing
 - b. Screw to cold-formed metal framing
 - c. Space panels 1/8 inch (3mm) apart at edges and ends.
3. Wall and Roof Sheathing:
 - a. Nail to wood framing. Apply a continuous bead of glue to framing members at edges of wall sheathing panels.
 - b. Screw to cold-formed metal framing.
 - c. Space panels 1/8 inch (3mm) apart at edges and ends.
4. UNDERLAYMENT:
 - a. Nail or staple to subflooring.
 - b. Space panels 1/32 inch (0.8 mm) apart at edges and ends.
 - c. Fill and sand edge joints of underlayment receiving resilient flooring immediately before installing flooring.

END OF SECTION 061600

APPENDIX "B"
PREVAILING WAGE RATES

Prevailing Wage Schedule and List of Employers Ineligible to Bid on or be Awarded any Public Work

Paper copies of the prevailing wage schedule and of the List of Employers Ineligible to Bid on or be Awarded any Public Work will no longer be included with the City of Rochester bid documents. A paper copy of the current documents will be provided to the successful bidder(s) upon award of the contract.

The prevailing wage schedule and the List of Employers Ineligible to Bid on or be Awarded any Public Work for this contract are available on the New York State Department of Labor's website. They can be accessed by visiting the New York State Department of Labor's website at:

<http://wpp.labor.state.ny.us/wpp/doFindProject.do?method=showIt>

and entering the assigned PRC# at the proper location on the website. The PRC# can be found on the PW-200 form which immediately follows this page.

Contractors and subcontractors must pay laborers, workers, and mechanics employed in the performance of a public work contract not less than the most current prevailing rate of wages and wage supplements (fringe benefits).

The City of Rochester will not be responsible for any of the contractor's increased labor costs which result from deficits in the prevailing wage schedule provided, or from amendments to the prevailing wage schedule, whether that increase occurs before advertisement, before bid opening, before award of the contract, after the contract has been let, or during construction. No change in the contract price shall be allowed to the contractor for any such increases.

Information about current wage rates may be obtained on an advisory basis by contacting the City of Rochester Contract Administration office at (585) 428-7398.

CARPENTRY, FURNISH AND INSTALL



Andrew M. Cuomo, Governor

Colleen C. Gantner, Commissioner

City of Rochester

David Crocker, Contract Administrator
Dept. of Finance
City Hall, Room 106-A
30 Church St.
Rochester NY 14614-1282

Schedule Year: 2011 through 2012
Date Requestor: 03/07/2012
PRC#: 2012002084

Location: Various Locations
Project ID#:
Project Type: Term Contract for Carpentry

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2011 through June 2012. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and/or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail OR fax this form to the office shown at the bottom of this notice, OR fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT	
Date Completed: _____	Date Cancelled: _____
Name & Title of Representative: _____	

Phone: (518) 457-5589 Fax: (518) 495-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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PW 200

PWAsk@labor.state.ny.us



City of Rochester

Bureau of Purchasing

Department of Finance

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or other award issued by the City Purchasing Agent, unless otherwise specified. Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error.)

Subject to applicable Federal, State and Local laws, ordinances, rules, regulations and limitations, bids on all advertisements and invitations issued by the Department of Finance, Purchasing Bureau will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid.

CONDITIONS OF BIDDING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for his files and submit two (2) copies signed and sealed in the envelope provided by the City for that purpose. When using an envelope other than the one provided by the City, the following required information must be entered in the lower left corner on the face of the envelope: Bid Number, Bid Title, Bid Open Date and Time, and Submitted By. The envelope must be mailed or hand delivered to the Office of the Purchasing Agent, City Hall, Room 105A, 30 Church St., Rochester, NY 14614.
2. **Late Bids:** Formal bids, amendments thereto, or requests for withdrawal of bids received by the City after time specified for bid opening will not be considered.
3. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.
4. **Mailing of Bids:** Bids which are to be publicly opened will have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used. Bids not received in the actual office of the Purchasing Agent at the time established for bid opening will not be considered, even if mailed earlier.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.

6. **Bids Binding 45 Days:** Unless otherwise specified, all formal bids submitted shall be binding for forty-five (45) days following bid opening date unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Payment Terms:** Prompt payment discounts allowing less than thirty (30) days for discount to apply shall not be considered as a cost factor in the evaluation of bids. In connection with any prompt payment discount offered, time will be computed from the date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
9. **Bids for All or Part:** Unless otherwise specified by the City or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the City. The Purchasing Agent shall further have the right to award separate items or groups to different vendors. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon. Any bid in which the bidder names a total price of all the articles without quoting a price on each and every separate item may be rejected at the option of the City.
10. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids should be initialed.
11. **Questions Re: Specifications:** Except for Public Works, any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids.

DO NOT MAKE INQUIRES BY PHONE OR IN PERSON.

No inquiries, if received within five (5) days of the date set for the opening of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent by ordinary or certified mail, at the City's option, to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the City.

12. **Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid and Contract form with an explanation as to why you are unable to bid on these requirements. (Because of the large number of firms listed on the City's qualified lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporation who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings). City reserves the right to delete.

13. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF THE BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY PURCHASING AGENT.
14. **Taxes:** The City of Rochester is exempt from State and Local sales and use taxes under Certificate No. AC 946 and is exempt from paying Federal excise taxes.
15. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work he proposes to furnish.
16. **Competency of Bidder:** No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully within the prior three (3) years of any contract with the City. The bidder must present within 48 hours of a request, evidence of performance ability satisfactory to the Purchasing Agent and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

BID DEPOSIT

17. **Bid Bond, Cash, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of New York, or by a cashier's check, certified business check, Treasurer's check or other direct obligation drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Rochester, unless the bidder has on file with the Purchasing Agent an annual bid bond approved by the City with an uncommitted balance equal to the certified check requirements. When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.
18. **Annual Bid Bonds:** Bidders who regularly do business with the City shall be permitted to file with the Purchasing Bureau an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction.

Annual bid bonds shall be in an amount as determined by the bidder, of no less than Three Thousand Five Hundred Dollars (\$3,500.00). If at any time, the requirements of a specific bid invitation exceed the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

19. **Performance Bond:** The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover, made out to the City of Rochester, prepared on an approved form or on a form supplied by an approved surety, as security for the faithful performance of his contract, within ten (10) days of his notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

The successful bidder or bidders, upon failure or refusal to furnish within ten (10) days after his notification the required performance bond, shall forfeit to the City of Rochester as liquidated damages their bid deposit. At its option, the City shall have the right to accept cash, certified checks, letters of credit or such other security as the City deems appropriate in satisfaction of the foregoing bond requirements.

20. **Samples:** The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Bidders who are not awarded a bid must remove their samples as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made.

Bidders shall make all arrangements for delivery of samples to place designated by the City as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder. All samples packages should be marked "Samples for Purchasing Bureau" and each sample should bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid, and in such cases the City will not be liable for the loss of samples.

SPECIFICATIONS

21. **Trade Names:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, ordinances, etc. shall be construed as the minimum requirements of these specifications.

AWARD

23. **Award or Rejection of Bids:** The contract will be awarded to the lowest possible and responsive bidder complying with the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder where investigation shows the bidder is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Purchasing Agent:

- a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) The quality of performance of previous contracts or services.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.
- e) The sufficiency of the final resources and ability of the bidder to perform the contract or provide services.

f) The quality, availability and adaptability of the supplies or contractual services to the particular use required.

g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

h) Whether the bidder is in arrears to the City, in debt on contract, is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

i) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

24. **Notice of Acceptance:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.
25. **Tie Bids:** If two or more bidders submit identical bids and are equally qualified, the decision of the City to make award to one or more of such bidders shall be final. Selection may be made by drawing lots.
26. **Resident Bidders - Preference:** Price and other factors being equal, preference may be given first to resident bidders of the City, except when in the judgment of the City such purchases would operate to the disadvantage of the City, and selection by drawing lots shall not apply where the tie bids are between a resident and non-resident bidder.
27. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any unordered balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
28. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.
29. **Availability of Funds:** The City shall be obligated to pay for goods and services received only to the extent that money has been appropriated and encumbered for such purpose. The contractor in turn shall be obligated to perform only so long as money is available to pay for the goods and services it supplies. If this contract extends through one fiscal year of the City into

the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.

30. **Contract Alterations:** The contractual terms, conditions and provisions of this contract, including all general conditions and instructions to bidders, shall not be modified by the bidder. The Purchasing Agent shall have the right, at his option, to treat any bid submitted with additional or differing contract provisions as informal or to ignore such additional provisions and to award as if such additional provisions had not been submitted by the bidder. This section shall not apply if the request for bids or the specifications specifically invite the bidder to submit additional or modifying provisions, but only to the extent that such additional or modifying provisions are requested by and are acceptable to the Purchasing Agent. Where the bidder submits a bid for goods or services which vary from the City's specifications, the decision of the Purchasing Agent of whether such goods or services are functionally equivalent to the goods or services requested by the City shall be final. Alterations or changes in the specifications of the goods or services furnished under this contract can only be made upon the written authorization signed by the Purchasing Agent, and any other alteration or modification that is not signed by the Purchasing Agent or his designated representative shall be void. Alterations in contract language shall further require the approval of the City Department of Law.
31. **Term of Contract:** This contract shall remain in force for the period specified unless extended by mutual consent of both parties or terminated as provided herein.
32. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a) terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b) extended upon written authorization of the Purchasing Agent and accepted by contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
33. **Subletting of Contract:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.
34. **Default:** The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to next low bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. Provided, that the contractor shall continue the performance of this contract to the extent not

terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall constitute contract default.

35. **Delivery Failures:** Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
36. **Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.
37. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
38. **Equal Employment Opportunities:**
- a) The City of Rochester, New York reaffirms its policy of Equal Opportunity in its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs and activities. The City is including this policy statement in all bidding documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and Federal regulations 31 CFR Part 51 and shall submit documentation regarding Equal Employment Opportunity upon the City's request.
 - b) Definitions:
 - 1. Good Faith Effort - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

2. Minority Group Persons - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

- c) Compliance: The Contractor shall comply with all of the following provisions of the Equal Employment Opportunity Requirement:

- 1) The Contractor agrees that he will not discriminate against any employee for employment because of race, color, religion, sex, age, or of employees for performance of work under this Agreement or any subcontract hereunder, the Contractor and its subcontractors, if any, shall not, by reason of race, creed, color, sex, age or national origin, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin.

- 2) If the Contractor is found guilty of discrimination in employment on the grounds of race, color, sex, religion, age or national origin by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Employment Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Contractor shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Contractor can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

39. Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment:

1. The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.

2. If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reasons for such nonsupport of fair employment.

40. **Guarantee:** Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship of all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, the Contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of City business.
41. **Placing of Orders:** Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Purchasing Agent. Telephone orders placed directly with the contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Blanket Purchase Order.
42. **Provisions for Other Agencies:** Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all City agencies and departments and the City School District the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

DELIVERY PROVISIONS

43. **Responsibility for Materials Shipped and Risk of Loss:** The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.
44. **Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
45. **Time of delivery:** Deliveries will be accepted between 9:00 A.M. and 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.
46. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

The Purchase Order Number

The Name of the Article and Stock Number (Supplier's)

The Quantity Ordered

The Quantity Shipped

The Quantity Back Ordered

The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

47. **FOB Destination Delivery:** Unless otherwise specifically stated in the City's request for bids, all goods, equipment and materials shall be delivered to the location designated by the City. The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling and delivery charges. Delivery shall not be complete until the goods, etc. are placed in the building, room, or other location specified by the City, either in the bid documents or in the Purchase Order.
48. **General Guaranty:** Contractor agrees to:
- a) save the City, its agents and employees harmless from liability of any nature or kind for the use of copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
 - b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c) furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors for which he or his workmen are responsible.
 - d) pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and the State of New York.
49. **Indemnity:** Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the City in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or

his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

50. **Collusive Bidding:** The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
51. **Identical Bidding:** Executive Order No. 10946: All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount may at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.
52. **Employees Not To Benefit:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the City a statement under oath that no employee or officer of the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract. Upon request by the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City.

Any person executing a false statement or violating the provisions of this section shall be subject to possible prosecution.

53. **Child Labor:** Pursuant to Resolution No. 37-38 of the City of Rochester, the bidder certifies to the best of his/her knowledge that Child Labor has not been employed in the manufacture of the materials, supplies, the containers thereof, or services represented hereon.
54. **Prevailing Wages:** Bidder hereby certifies that to the extent applicable to this contract the wage rates to be paid to employees on this contract shall be in conformity with the wage rates established by the Comptroller pursuant to and in conformity with Section 220 of the New York State Labor Law. To the extent that prevailing wages are not applicable to the contract, the bidder

hereby certifies that he/she shall pay employees working hereunder the minimum wages established by law.

55. **Testimony Concerning Contracts:** The refusal of the vendor, or any of its officers, directors, partners, members or agents, when called before a Grand Jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, shall disqualify the vendor and such officer, director, member or agent thereof from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the State of New York or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal and any or all contracts made with any municipal corporation or a public department, agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation without any liability on the part of the municipal corporation or any penalty or damages on account of such cancellation or termination.
56. **Status As Independent Contractor:** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and his employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.
57. **Audit:** The Contractor agrees to permit on-site inspection and auditing of all records, books, papers, and documents associated with this Agreement by authorized representatives of the City, and further agrees to provide necessary staff support for the performance of such audit. The Contractor agrees to maintain for a period of three (3) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.
58. **Compliance With All Laws:** The Contractor agrees that, during the performance of the work required pursuant to this Agreement, the Contractor, and all employees working under his direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application

of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

59. **Extent of Agreement:** This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.
60. **Law and Forum:** This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.
61. **No Waiver:** In the event that the terms and conditions of this agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.
62. **Severability:** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

NON-OFFICIAL SPEC